

**Supplemental Specification  
2005 Standard Specification Book**

**SECTION 00725**

**SCOPE OF WORK**

**Delete Section 00725 in its entirety and replace with the following:**

**PART 1      GENERAL**

**1.1      RELATED SECTIONS**

- A.      Section 00555: Prosecution and Progress
- B.      Section 00570: Definitions
- C.      Section 00727: Control of Work
- D.      Section 01282: Payment
- E.      Section 01355: Environmental Protection
- F.      Section 01554: Traffic Control
- G.      Section 01741: Final Cleanup

**1.2      REFERENCES**

- A.      UDOT and Utah AGC Partnering Field Guide

**1.3      CONTRACT INTENT**

- A.      The contract states the roles and obligations of the Department and Contractor regarding the construction, execution, and completion of work.
  - 1.      Furnish all resources and incidentals required to complete the specified work.

## **1.4 PARTNERING**

- A. The Department encourages partnership between the Department, the Contractor, and the subcontractors. This partnership uses the strengths of each organization to identify and achieve mutual goals.
- B. Implement partnering in accordance with the UDOT and Utah AGC Partnering Field Guide. Refer to <http://www.udot.utah.gov/index.php/m=c/tid=719>.
  - 1. Decide with the Engineer whether to use an independent third party firm to implement facilitated partnering or to share in facilitation.
    - a. Contact the Engineer within 30 days of Notice of Award and before the preconstruction conference to implement a third party facilitated partnering initiative.
  - 2. The Contractor and Engineer select a facilitator for the meeting and develop attendees list, agenda, duration, and location of a partnering workshop.
- C. Share any costs equally with the Department to accomplish partnering.
- D. Follow-up workshops may be held as agreed by the Contractor and the Engineer.

## **1.5 DIFFERING SITE CONDITIONS, CHANGES, AND REQUESTS OR CLAIMS FOR ADDITIONAL COMPENSATION**

- A. Immediately notify the Engineer verbally of alleged changes to the contract due to differing site conditions, extra work, altered work beyond the scope of the contract, actions taken by the Department that change the contract terms and conditions, or upon discovering any other unforeseen condition or event that may result in a request or claim for additional compensation or time.
  - 1. Refer to Section 00555 for determining compensation and contract time extension for excusable delays.
  - 2. When encountering differing site conditions on the project, leave the site undisturbed and suspend work unless directed otherwise.
  - 3. Obtain written authorization from the Engineer to perform affected work and incur contract item expense after discovering the change, condition, or event.
- B. Notification Requirements:
  - 1. Provide the following information in writing within seven calendar days of when the change, condition, or event resulting in the request or claim for additional compensation is discovered.
    - a. Date, nature, and circumstances causing the change, condition, or event.

- b. Name, title, and activity of each Department representative aware of the change, condition, or event.
    - c. Identify documents and the substance of discussions about the change, condition, or event.
    - d. Basis for a claim that the work is not required by the contract.
    - e. Particular elements of contract performance for which compensation is being requested including:
      - 1) Pay items that have been or may be affected by the change, condition, or event.
      - 2) Labor or materials that will be added, deleted, or wasted by the change, condition, or event, and equipment that will be idled or added.
      - 3) Existing or anticipated delays and disruptions in contract performance, procedure, or order.
      - 4) Estimate of the time within which the Department must respond to the notice to reduce project cost, delay, or disruption.
  - 2. Failure to provide written notification within seven calendar days of when the change, condition, or event is noticed will limit any contract adjustment, when warranted, to those costs or impacts incurred after written notification is received by the Engineer.
  - 3. Failure to provide required notice under this article constitutes a waiver for any claim resulting from the alleged change, condition, or event.
- C. After notifying the Engineer, continue the work unaffected by the alleged differing site conditions, change, condition, or event, to the extent possible under the contract.
- 1. The Engineer will provide a written response within seven calendar days of receiving the notice to do one of the following:
    - a. Confirm the change, condition, or event and, when necessary, direct how the work will proceed.
    - b. Deny the change, condition, or event, and direct how the work will proceed.
    - c. Advise that there is not enough information to decide whether to confirm or deny the change, condition, or event and indicate what additional information is necessary for further review and the date by when it must be received. The Engineer responds to additional information within seven calendar days of receipt.
      - 1) Any contract adjustments will exclude increased costs or time extensions resulting from the Contractor's failure to provide the requested information.
- D. Contract adjustment is made as written modification to the contract through change order when warranted, unless the Contractor does not notify the Engineer in accordance with this article.
- 1. Loss of anticipated profits are excluded.

- E. No contract adjustment that benefits the Contractor is allowed unless the Contractor has provided written notice in accordance with this article.
- F. If the Engineer decides a contract adjustment identified by the Contractor is unnecessary and the Contractor does not agree with the Engineer's decision, the Contractor may pursue a claim for additional compensation or contract adjustment as specified in Section 00727.

## **1.6 VARIATION IN QUANTITIES AND SIGNIFICANT CHANGE IN CHARACTER OF WORK**

- A. The Engineer reserves the right at any time during the work to revise the contract and make written changes in quantities and alterations in the work that are necessary to satisfactorily complete the project.
  - 1. Such changes in quantities and alterations do not invalidate the contract or release the surety and the Contractor agrees to complete the work as altered.
  - 2. Do not proceed with the revised work without the Engineer's written authorization.
  - 3. Upon receiving written approval, proceed immediately with the revised work.
- B. Meet notification requirements under this section, article 1.5, when requesting compensation or adjustment to the contract under this article.
  - 1. No contract adjustment that benefits the Contractor is allowed unless the Contractor has provided written notice in accordance with this section.
- C. Payment will be made at contract prices when the total quantity of any item of work varies from the bid quantity by 25 percent or less.
- D. Payment will be made at the contract prices when the total quantity of any item of work varies from the bid quantity by more than 25 percent and the alterations or changes in quantities do not represent a significant change in character of work to be performed under the contract.
- E. The term "significant change in character of work" applies only to the following circumstances:
  - 1. The character of the altered work differs materially in kind or nature from that involved or included in the original contract.
  - 2. The total quantity of a major contract item, as defined by Section 00570, varies from the original contract quantity by more than 25 percent.
    - a. An adjustment in price may be made to the contract at the request of either party.
    - b. Any price adjustment for an increase in quantity applies only to that portion in excess of 125 percent of the original contract quantity.

- 1) When the original contract price includes fixed costs, such costs are deemed recovered by payment made for 125 percent of the contract quantity and excluded from any adjustment to that portion in excess of 125 percent of the original contract quantity.
- c. Any adjustment for a decrease in quantity below 75 percent of the contract quantity is limited to the actual quantity of work performed.
  - 1) When the original contract price includes fixed costs, such costs may be considered when establishing the adjustment.
  - 2) Payment for the work will in no case exceed the payment that would have been made for the performance of 75 percent of the original item quantity at the contract price.
- F. The Department adjusts the contract, excluding loss of anticipated profits, if the alterations or changes in quantities result in a significant change in character of work under the contract.
  1. Such alterations or changes can be significant changes to the character of work or by their effect cause other work to become significantly different in character.
  2. Agree upon the basis for contract adjustment before beginning work.
    - a. The Engineer may order the work to proceed under the force account provisions of Section 01282 if a basis for adjustment cannot be agreed upon.
  3. Contract time is adjusted in accordance with Section 00555 for directed changes that require additional time to complete.
  4. Adjustments may be either for or against the Contractor in such an amount the Engineer may determine to be fair and equitable.
- G. If the Engineer decides a contract adjustment identified by the Contractor is unnecessary and the Contractor does not agree with the Engineer's decision, the Contractor may pursue a claim for additional compensation or contract adjustment as specified in Section 00727.

## **1.7 SUSPENSIONS OF WORK ORDERED BY THE ENGINEER**

- A. The Engineer may give written notice to suspend all or any portion of the work for any reason at any time during the contract.
  1. Submit a written request to the Engineer for a contract adjustment for suspensions or delays considered unreasonable or atypical to the construction industry. Refer to Section 00555.
    - a. Submit the request within seven calendar days of the notice to resume work.
    - b. Contract adjustment is made only for requests submitted within the established time frame.

2. The Department does not allow adjustments to the Contract to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other contract term or condition.
  3. Contract adjustment is made in accordance with Sections 00555 and 01282 if both parties agree that the suspension:
    - a. Increased the cost or time required for the performance of the contract.
    - b. Resulted from conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier.
    - c. Was not caused by weather.
- B. If the Engineer decides a contract adjustment due to the suspension of work is unnecessary, and the Contractor does not agree with the Engineer's decision, the Contractor may pursue a claim for additional compensation or contract adjustment as specified in Section 00727.

## **1.8 MAINTAINING TRAFFIC**

- A. Keep roads open to traffic during the work and work suspensions or provide and maintain detour roads as specified or directed.
1. Provide traffic control in accordance with Section 01554.
  2. Maintain all necessary accesses to parking lots, garages, businesses, residences, farms, etc.
  3. Exclude snow removal.
- B. The Department does not additionally compensate for maintenance except for specific work directed by the Engineer to benefit the traveling public.
- C. Suspensions ordered by the Engineer:
1. Prepare the project for traffic flow during anticipated work suspensions.
  2. Maintain all required traffic control devices.
  3. The Department maintains temporary roadways and portions of the project during work suspensions.
  4. Resume maintenance for the entire project once work restarts.
  5. Repair or replace all work or materials lost or damaged during the suspension.
  6. Remove work or materials used for temporary maintenance and complete the project as though the work had been continuous and without interference.
  7. The Department pays for maintenance required for events beyond the Contractor's control during work suspensions at contract prices or as extra work.

- D. Other Suspensions of Work:
  - 1. Maintain the roadway at no additional cost to the Department to accommodate traffic during suspensions resulting from:
    - a. Seasonal or climatic conditions.
    - b. Failure to correct conditions unsafe for the workers or the general public.
    - c. Failure to perform work ordered by the Engineer.
    - d. Other reasons caused by the Contractor.
- E. Failure to maintain traffic is cause for the Department to take action to meet the requirements of this specification.
  - 1. The Department deducts its costs incurred in such actions from money due the Contractor.

## **1.9 USE OF ON-SITE MATERIALS**

- A. Obtain approval before using excavated materials found on the work site that are suitable for completing other bid items of work. The Department pays for the quantity of excavated materials at the contract unit price for roadway excavation and under the pay item for which the material is used.
  - 1. The Department does not charge for the materials used.
  - 2. Obtain written approval before excavating material outside grading limits.
- B. Replace excavated material used for completing other bid items of work with acceptable material at no additional cost to the Department.
- C. Unless otherwise specified in the contract, salvageable material is the property of the Contractor.

## **1.10 FINAL CLEANUP**

- A. Clean all rubbish, excess materials, temporary structures, and equipment from the highway, project, borrow and local material source sites, and all areas occupied in connection with the work before final inspection and acceptance.
  - 1. Refer to Section 01741 for requirements.

## **1.11 RESTORATION OF SURFACES OPENED BY PERMIT**

- A. Allow individuals, firms or corporations with authorized permits to enter the project to construct or reconstruct any utility service.
- B. When directed by the Engineer, repair damage caused by the permit holder. The Department pays for repair work as extra work or as provided in the contract.

## **1.12 RAILWAY - HIGHWAY PROVISIONS**

- A. The Department arranges with the railway for new crossings or for existing crossings used during the work.
- B. The Department does not reimburse for railroad flagging and inspection.
- C. Hold a preconstruction conference at least 15 days before beginning any construction work on railroad right-of-way and give written notice to the Manager of Industry and Public Projects or equivalent position for the railroad company. Coordinate a work schedule based on the actual date both parties can begin work. Refer to project plans for names of railroad companies.
- D. Give at least 48 hours verbal notice to the Manager of Track Maintenance or equivalent position for the railroad company having responsibility for the area the project is in before beginning work once the work dates have been established.
- E. Execute a Contractor's Right of Entry Agreement with the railroad company before performing any work within the railroad right-of-way.
  - 1. Provide all insurance required under the Contractor's Right of Entry Agreement.
  - 2. Provide executed copies of this agreement to the Engineer.
- F. Determine the cost of required railroad flagging, inspection, and cleanup crew. Include these costs in mobilization.
- G. The Department deducts payment under a construction accounting item for "Railroad Flagging, Inspection, and Cleanup," and pays the railroad directly for verified billings. No other compensation to the Contractor for this item is allowed.

## **1.13 CONSTRUCTION OVER OR ADJACENT TO NAVIGABLE WATERS**

- A. Do not interfere with the navigation of waterways when conducting work over, on, or adjacent to navigable waters.
- B. Comply with all conditions of permits from the U.S. Coast Guard or the U.S. Army Corps of Engineers.

## **1.14 CONTRACTOR'S RESPONSIBILITY FOR WORK**

- A. Maintain and protect the work included in the contract against injury or damage from all causes whether or not related to performing the work until project final acceptance.



- B. Rebuild, repair, restore, and make good all losses, injuries, or damage to any portion of the work under the control of the Contractor at no additional cost to the Department before receiving final acceptance.
- C. Rebuild, repair, restore, and make good all losses, injuries, or damage to any portion of the work not under the control of the Contractor, under agreed unit prices or as extra work under Section 01282.
  - 1. Items not under the Contractor's control include, but are not limited to, acts of God, acts of public enemies, acts of governmental authorities, fires, floods, unusually severe weather, damage caused by third party errant vehicles, and vandalism.
- D. When work is suspended for any cause:
  - 1. Protect the project from damage.
  - 2. Provide for normal drainage.
  - 3. Erect any necessary temporary structures, signs, or other facilities.
  - 4. Maintain all newly established plantings, seeding, and sodding and protect new tree growth and other designated vegetative growth in an acceptable condition.

#### **1.15 ENVIRONMENTAL PROTECTION**

- A. Refer to Section 01355.

#### **1.16 CONTRACTOR PROPOSALS FOR VALUE ENGINEERING**

- A. The Contractor and the Department equally share the savings resulting from a Value Engineering Change Proposal (VECP) offered by the Contractor and approved by the Department.
- B. The Department considers VECPs that may potentially result in savings and preserve essential functions and characteristics of the facility, including, but not limited to service life, economy of operation, ease of maintenance, desired capacity, and safety.
- C. Base contract bid prices on specified work rather than on VECPs subject to Department approval. Complete the contract as bid if a VECP is rejected.
- D. Submitting Proposals:
  - 1. Submit the following materials and information with each proposal:
    - a. A statement that the submission is a VECP.
    - b. A description of the existing work and the proposed changes for performing the work. Discuss the comparative advantages and disadvantages of each.

- c. A complete set of plans and specifications showing proposed revisions to the original contract.
    - d. A detailed cost estimate for performing the work under the existing contract and under the VECP.
    - e. A time frame within which the Department must make a decision.
    - f. A statement of the probable effect the VECP will have on the contract completion time.
    - g. A description of any previous use or tests of the proposal, conditions, result, dates, project numbers, and the Department's action on the VECP if previously submitted.
  - 2. The Department determines and notifies the Contractor within five working days when there is insufficient review time for a response.
  - 3. The Department may consider a noncompensable delay adjustment to the contract based on the additional review time necessary and its effect on the Contractor's schedule.
  - 4. The Contractor has no claim against the Department for compensable or noncompensable delay if the Department fails to respond within the time indicated in this article when additional information requested from the Contractor is necessary to complete the review.
- E. Requirements:
- 1. VECPs, regardless of their approval by the Department, apply only to the current contract and become property of the Department.
  - 2. The Department only considers VECPs that meet the following conditions:
    - a. Impose no restrictions on use or disclosure.
    - b. The Department may duplicate or disclose any data necessary to use the VECP.
    - c. The Department may apply a proposal for general use on other contracts it administers without obligation to the Contractor.
    - d. This provision does not deny rights provided by law with respect to patented materials or processes.
  - 3. Use only proven features that have been employed under similar conditions or projects acceptable to the Department.
- F. The Department decides whether or not to consider a VECP. The Department may reject a VECP that requires excessive review, evaluation or investigation, or that is inconsistent with project design policies or criteria. The Department rejects VECPs that:
- 1. Provide equivalent options to those already in the contract.
  - 2. Contain revisions the Department is already considering or has approved for the contract.
  - 3. Do not generate sufficient savings.
  - 4. Do not provide additional information as requested by the Department, including requests for field investigation results and surveys, design computations, and field change sheet for proposed design changes.

5. Relate to pavement section thickness or type.
- G. The Contractor has no claim to additional costs or delays, including development costs, loss of anticipated profits, or increased material or labor costs if the VECP is rejected.
- H. The Engineer rejects unsatisfactory work resulting from an approved VECP.
  1. Remove rejected work and reconstruct under the original contract provisions without reimbursement for the work performed under the VECP or for its removal.
  2. Reimbursement for approved modifications to the VECP to adjust to field or other conditions is limited to the total amount payable for the work under the contract bid prices.
  3. Rejection or limitation of reimbursement is not basis for any claim against the Department.
- I. The Department does not consider savings generated by contingency items when it is reduced as part of a VECP unless it can be tied to a reduction in contract time.
- J. The Department pays by change order for VECPs approved in whole or in part. The Department pays as follows:
  1. The contract incorporates changes in quantities of unit bid items or new agreed price items, as appropriate.
  2. The Department pays for the revised work directly. The Department also pays the Contractor 50 percent of the savings between cost of the revised work and the original bid price.
  3. The Department does not reimburse costs to develop, design, and implement the VECP.
  4. Only the Contractor may submit VECPs and be reimbursed for savings. The Contractor may submit VECPs for an approved subcontractor.

**PART 2      PRODUCTS      Not used**

**PART 3      EXECUTION      Not used**

END OF SECTION